Pencil Analytics — Mutual Non-Disclosure Agreement (NDA)

This Agreement is entered into on [Date] by and between:

1. Pencil Analytics, a consultancy based in Jeddah, Saudi Arabia ("Disclosing Party" or "Receiving Party"); and

2. [Client Name], with address at [Client Address] ("Disclosing Party" or "Receiving Party").

Each may be referred to as a "Party," and collectively as the "Parties."

# 1. Purpose

The Parties intend to disclose certain confidential and proprietary information ("Confidential Information") for the purpose of evaluating and potentially engaging in a business relationship related to data analytics, dashboards, automation, or advisory services (the "Purpose").

# 2. Definition of Confidential Information

"Confidential Information" means any non-public, technical, business, financial, or proprietary information disclosed in any form (written, oral, electronic) that is:  
(a) marked as confidential, or  
(b) reasonably understood to be confidential given the nature of the information and the context of disclosure.  
This includes but is not limited to: pricing, models, tools, processes, business data, personal data, customer lists, strategy documents, or source files.

# 3. Obligations

The Receiving Party shall:  
(a) Use the Confidential Information solely for the Purpose;  
(b) Not disclose it to any third party without prior written consent;  
(c) Take reasonable measures to protect the Confidential Information (not less than those used to protect its own confidential data);  
(d) Restrict disclosure only to employees, consultants, or advisors with a need to know, who are bound by similar confidentiality obligations.

# 4. Exclusions

Confidential Information does not include information that:  
(a) was publicly known at the time of disclosure;  
(b) becomes public without breach of this Agreement;  
(c) was lawfully known to the Receiving Party before disclosure;  
(d) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information;  
(e) is required to be disclosed by law or court order (with prior notice to the Disclosing Party).

# 5. Term & Return

This Agreement is effective from the date above and remains in effect for 3 years, or 2 years after termination of any engagement, whichever is longer.  
Upon written request or termination of discussions, the Receiving Party shall return or securely destroy all Confidential Information.

# 6. No License

Nothing in this Agreement grants the Receiving Party any rights, title, or license in the Confidential Information, except for use in connection with the Purpose.

# 7. No Obligation to Proceed

Neither Party is obligated to proceed with any business relationship, and reserves the right to discontinue discussions at any time.

# 8. Governing Law

This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia. Disputes shall be subject to the courts of Jeddah.

# 9. Miscellaneous

- This Agreement is the entire agreement and supersedes all prior communications.  
- Modifications must be in writing and signed by both Parties.  
- Electronic signatures and counterparts are valid.

# Signatures

Pencil Analytics: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [ ]  
Title: [ ]  
Date: [ ]

[Client Name]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [ ]  
Title: [ ]  
Date: [ ]